

**EXHIBIT 2**



CJ-13-3047  
Parrish

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

ABAB, INC., AN OKLAHOMA  
CORPORATION,  
AHMAD BAHREINI, AND  
SHAKIBA NASSER,

Plaintiffs,

vs.

SCOTTSDALE INSURANCE COMPANY,  
AN OHIO CORPORATION,

Defendant.

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

MAY 23 2013

ELM RHODES  
COURT CLERK

33

Case No. CJ-2013-

CJ - 2013 - 3047

PETITION

COME NOW the plaintiffs, ABAB, Inc., an Oklahoma corporation, Ahmad Bahreini and Shakiba Nasser, by and through their attorneys, Danny K. Shadid and Michael P. Mosca, of Danny K. Shadid, P.C., and for their joint and several causes of action against the defendant, Scottsdale Insurance Company, an Ohio corporation, hereby allege and state as follows:

1. ABAB, Inc., is an Oklahoma corporation, doing in business in Oklahoma County, Oklahoma.
2. Ahmad Bahreini and Shakiba Nasser are husband and wife and are residents of Oklahoma County, Oklahoma.
3. Scottsdale Insurance Company is an Ohio corporation, with its principal place of business in Scottsdale, Arizona. Scottsdale Insurance Company is a duly licensed insurer, registered and authorized to sell property and casualty insurance in the State of Oklahoma.

4. The plaintiffs, at all pertinent times, were and are owners of real property located in Midwest City, Oklahoma County, Oklahoma. The said real property is known as Heritage Park Mall.

**FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

5. The plaintiffs hereby adopt and reallege each and every fact and allegation set forth in Paragraph Nos. 1-4, above.

6. Prior to May 24, 2011, the plaintiffs purchased from the defendant, and the defendant issued to the plaintiffs, a policy of property and casualty insurance for and covering the aforesaid real property known as Heritage Park Mall. The aforesaid policy of insurance was in force and effect on May 24, 2011.

7. The plaintiffs timely paid all premiums associated with and for the said policy of property and casualty insurance.

8. On May 24, 2011, and possibly thereafter, Heritage Park Mall suffered severe property damage as a result of a hail and wind storm.

9. The plaintiffs heretofore made claim with the defendant regarding the property damage incurred by the plaintiffs at Heritage Park Mall.

10. The damage incurred exceeded Two Million Dollars (\$2,000,000.00).

11. The defendant has breached its contractual obligations under the aforesaid policy of property and casualty insurance and has failed and refused to pay to the plaintiffs all sums due under the policy of insurance.

12. As a result of the defendants breach of contract, the plaintiffs have suffered actual damages in an amount in excess of Two Millions Dollars (\$2,000,000.00). The plaintiffs have suffered consequential damages in an amount in excess of One Million Dollars (\$1,000,000.00) per year from and after August, 2012.

WHEREFORE, the plaintiffs pray the Court enter Judgment in favor of the plaintiffs and against the defendant, on the plaintiffs' First Cause of Action for actual damages in an amount in excess of \$75,000.00, together with pre-judgment interest, court costs and attorneys' fees.

**SECOND CAUSE OF ACTION**  
**(Breach of the Duty of Good Faith Dealing)**

13. The plaintiffs hereby adopt and reallege each and every fact and allegation set forth in Paragraph Nos. 1-12, above.

14. The defendant, at all times, had a duty to deal with the plaintiffs in good faith.

15. The defendant has breached its duty of dealing in good faith with the plaintiffs in the handling and processing of the aforesaid claim. The defendant has acted in bad faith.

16. As a result of the defendant's breach of duty and its bad faith dealing, the plaintiffs have suffered additional damages including personal financial loss and emotional distress.

17. The defendant's bad faith dealing has been willful, malicious, wanton, and in reckless disregard of the rights of the plaintiffs. The defendant should be made to suffer punitive damages so as to punish the defendant for its willful, malicious, wanton, and reckless conduct, and so as to set an example for others.

18. The plaintiffs have suffered damages in addition to those set forth in the plaintiffs' First Cause of Action, above, in an amount in excess of \$75,000.00.

WHEREFORE, the plaintiffs pray the Court enter Judgment in favor of the plaintiffs and against the defendant, on the plaintiffs' Second Cause Action for actual damages in an amount in excess \$75,000.00, and for punitive damages in an amount in excess of \$75,000.00. together with pre-judgment interest and court costs.

Respectfully submitted,



Danny K. Shadid, OBA No. 8104  
Michael P. Mosca, OBA No. 31160  
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E: Danny@ShadidLaw.com  
E: Mike@ShadidLaw.com

**ATTORNEYS' LIEN CLAIMED**

**VERIFICATION**

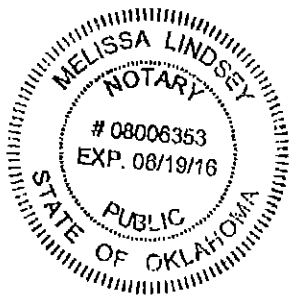
STATE OF OKLAHOMA     )  
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COUNTY OF OKLAHOMA    )     ss.

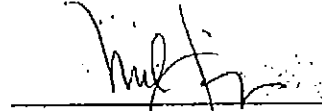
I, Ahmad Bahreini, of lawful age, being first duly sworn upon oath, state:

That I am one of the named plaintiffs herein; that I am familiar with the factual matters set forth in the foregoing Petition; that I have read the above and foregoing Petition; that the matters, facts and things therein stated are true and correct to the best of my belief and knowledge.

  
AHMAD BAHREINI

Subscribed and sworn to before me in my presence this 23rd day of May, 2013.



  
Melissa Lindsey, Notary Public  
My Commission Expires: 06.19.2016  
My Commission No.: 08006353